

IN THE DISTRICT COURT IN AND FOR WASHINGTON COUNTY
STATE OF OKLAHOMA

COPPER TREE INC., a Delaware
corporation; GREEN COPPER
HOLDINGS, LLC, a New Mexico limited
liability company, and CYNTHIA
BLANCHARD, an individual,

Plaintiffs,

v.

FRANK LLOYD WRIGHT BUILDING
CONSERVANCY, an Illinois nonprofit
organization; PRICE TOWER ARTS
CENTER, INC., an Oklahoma nonprofit
organization,

Defendants.

Case No. CJ-2024-237
Judge Vaclaw

AFFIDAVIT OF BARBARA GORDON

I, Barbara Gordon, having been first duly sworn upon my oath, state as follows:

1. I am of legal age, sound mind, and am capable of testifying to the information set forth in this Affidavit. The information contained herein is based on my personal knowledge.

2. I am the Executive Director of the Frank Lloyd Wright Building Conservancy ("the Conservancy"). The Conservancy is a Chicago-based nonprofit dedicated to protecting and promoting the legacy of Mr. Wright and his works.

A. Frank Lloyd Wright and the Price Tower

3. Frank Lloyd Wright is arguably the most famous American architect in history. Eight of his buildings were inscribed onto the United Nations Educational, Scientific and Cultural Organization's ("UNESCO") World Heritage List in 2019 for their "outstanding universal value."

EXHIBIT

B to M. Gordon

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4. Born in 1867 and living until 1959, Frank Lloyd Wright revolutionized his field with his organic architecture philosophy that sought to promote harmony between human habitation and the natural world.

5. Mr. Wright designed over 1,000 structures during his seventy-year career, and the American Institute of Architects has labeled him "the greatest American architect of all time."

6. One of Mr. Wright's most famous works was the Price Tower, a spectacular building of copper and concrete that stands nineteen stories tall in downtown Bartlesville, Oklahoma.

7. Harold C. Price commissioned the Price Tower for use as a corporate headquarters for his pipeline and construction company. Construction on the Price Tower was completed in 1956. Designed on a quadrant plan, three quadrants were designated for offices while the remaining quadrant was for two-story apartments. The H.C. Price Company occupied a majority of the tower floors for its own use, but individual offices and the apartments were rented to tenants.

8. Originally designed for downtown New York City, but ultimately unrealized due to the Great Depression, Mr. Wright was delighted to have the opportunity to build his tower on the plains of Oklahoma. He nicknamed the building "The Tree that Escaped the Crowded Forest" because it had escaped the crowded "forests" of Manhattan skyscrapers and was now able "to cast its own shadow upon its own piece of land."

9. The nickname also reflected the tree-like structural design of the tower and the incorporation of Mr. Wright's famous organic architecture.

10. The "trunk" of the Price Tower comprises the structural walls of the building's four elevator shafts. The trunk extends deep underground like a "tap root" and provides the

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strong support for the upper floors, whose tapering and cantilevered concrete floor slab are like branches. The outer walls do not support the building, allowing for large expanses of window glass. The exterior of the Price Tower is clad in embossed and patinated copper panels and sun louvers, meant to represent leaves of the tree. And the building tapers upward like a tree with the top three floors progressively becoming narrower.

11. The Price Tower commission also allowed Mr. Wright to design objects within the building. He designed built-in furniture, free standing furniture, fixtures, textiles, and decorative artwork. Many of those designs were produced locally to his specifications and are considered "one of a kind." Additionally, members of the Frank Lloyd Wright's Taliesin Fellowship contributed to the design of murals, furnishings, and signage within the tower's interiors.

B. The Price Tower Through the Years

12. The Price Tower was added to the National Register of Historic Places in 1974.

13. The H.C. Price Company owned and occupied the Price Tower until 1981 when the company relocated to Dallas, Texas. After that, the Phillips Petroleum Company owned and operated the building, using it for office space and off-site storage.

14. The Price Tower won the American Institute of Architects' prestigious Twenty-Five Year Award in 1983, recognizing architectural design of enduring significance.

15. In 1990, Phillips Petroleum Company made space available in the Price Tower for the Bartlesville Museum, and it opens with its first exhibition: "The Tree that Escaped the Crowded Forest, Frank Lloyd Wright and the Price Tower."

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16. In 1998, the Bartlesville Museum reorganized as the Price Tower Arts Center. In 2000, Phillips Petroleum began to refurbish the tower, making it compliant with current building codes and removing alterations that had been made to the interior spaces.

17. In 2001, once the renovation was complete, Phillips Petroleum donated the building to the Price Tower Arts Center.

18. While the Price Tower has been open for public tours since its completion in 1956, the Price Tower Arts Center turned the building into a major public attraction, opening a hotel, a bar and restaurant, and a museum in 2002-2003. And in 2006, it renovated the top three floors to their original 1956 appearance, and added an Architecture Study Center on its second floor to provide public access to its archive holdings.

19. The Price Tower Arts Center owned and operated the building from 2001 until March 2023.

20. In March 2023, the Price Tower Arts Center transferred the Price Tower, via quit claim deed, to Defendant Green Copper Holdings, LLC. Green Copper Holdings LLC is a wholly owned subsidiary of Copper Tree, Inc. On information and belief, Defendant Cynthia Blanchard is the CEO of Copper Tree, Inc.

21. Defendant Blanchard, through Green Copper Holdings, purchased the Price Tower for \$10 and acquired its debt, and told a local reporter that she would embark on a \$10 million restoration of the Price Tower.

C. The Conservation Easement

22. In 2003, the Conservancy, a Chicago-based nonprofit dedicated to protecting and promoting the legacy of Mr. Wright and his works, took on the initiative of having ten Wright-designed buildings included on the list of the United Nations Educational, Scientific and Cultural

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Organization's ("UNESCO") list of World Heritage Sites. An application making the Price Tower a National Historic Landmark was approved by the National Park Service and the U.S. Department of the Interior, with its designation confirmed on March 29, 2007.

23. In preparation for the Price Tower's possible inclusion on the World Heritage List, the Price Tower Arts Center granted a conservation easement to the Conservancy (the Grantee).

24. The Easement is dated April 6, 2011, and was recorded on April 18, 2011, at Book 1098, Pages 238-254 in the records of the County Clerk of Washington County, Oklahoma as Document Number 2011-003083 (the "Easement"). See Preservation and Conservation Easement, attached hereto as Exhibit A-1.

25. The Easement is all encompassing and "[t]he obligation imposed by the Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises." *Id.* § 11. The Easement is "binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee, and the words 'Grantor' and 'Grantee' when used [in the Easement] shall include all such persons." *Id.*

26. The Easement, among other things: (1) prevents the owner of the building from demolishing or removing any material portion of the facades or the exterior of the building; (2) requires the owner to maintain the premises in good condition and repair and maintain the structural soundness and safety of the building; (3) requires the owner of the building to complete any necessary restorations of the building; (4) prevents the owner of the building from accumulating unsightly or offensive materials on the premises; and (5) prevents the owner of the building from subdividing, selling, or developing parts of the premises separately. *Id.*, § 2(a)-(f).

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27. The Easement also requires the Grantor to indemnify and hold harmless the Grantee against all losses, claims, and expenditures incurred by the Grantee relating to the administration of the Easement. *Id.* § 14.

28. The Easement further states that the Grantor shall promptly notify Grantee in writing of any proposed sale of the Price Tower and provide Grantee the opportunity to explain the terms of the Easement to potential new owners prior to sale closing. *Id.* § 10.

29. Additionally, the Easement provides that the “Grantor shall keep the Premises insured by an insurance company rated “A” or better by Best’s for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would normally be carried on a property such as the Premises.” *Id.* § 16.

30. Finally, and most importantly for this case, the Easement prevents the owner of the building from altering or changing the interior artworks and architectural features of the building without the Grantee (the Conservancy’s) consent. *Id.* § 2(g).

31. Section 2(g) of the Easement refers to an “Exhibit C,” which is attached to the Easement. Exhibit C contains a list of “Protected Historic Features.”

32. The list of “Protected Historic Features” includes a category labeled “Museum Collection Items,” and underneath that label is the description “Itemized annual listing of collection holdings from all categories” (“Inventory List”). Thus, the Easement incorporates by reference “Exhibit C,” and Exhibit C incorporates by reference the Inventory List.

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33. Accordingly, the Conservancy received an inventory of the collection when it filed the Easement in 2011. The Price Tower Arts Center creates inventories of the collection and provides updated lists of collection holdings to the Conservancy.

34. During an easement monitoring visit in May 2022, the Conservancy's Preservation Programs Manager John H. Waters, AIA, worked with the Price Tower Arts Center staff to create a photo documented list of 3-dimensional objects that were available for documentation in the inventory collection. On June 17, 2022, the Conservancy sent PTAC an updated Inventory List titled "Price Tower – Schedule of 3-dimensional items addressed by easement," ("June 17, 2022 Inventory List") which is attached hereto as Exhibit A-2.

35. The June 17, 2022 Inventory List was in effect when the Price Tower was conveyed to Green Copper Holdings, LLC, on March 7, 2023. See Quitclaim Deed Conveying Price Tower to Green Copper Holdings, LLC, attached hereto as Exhibit A-3.

36. Based on conversations I had with Cynthia Blanchard, I know Green Copper Holdings, LLC was aware of the Easement when it acquired the Price Tower.

37. On March 9, 2023, two days after Green Copper acquired the Price Tower, John Waters and I had an introductory Zoom call with Ms. Blanchard to explain the Easement and the Conservancy's role in administering it. Ms. Blanchard acknowledged the existence of the Easement and expressed explicit understanding for how the Easement functions, including its effect on her ownership of the Price tower.

38. Mr. Waters sent a follow-up email to Ms. Blanchard on March 13, 2023, that included the June 17, 2022 Inventory List. See Email Exchange Between John Waters and Cynthia Blanchard, dated March 13, 2023, attached hereto as Exhibit A-4.

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D. Cynthia Blanchard's Unauthorized Sale of Museum Collection Items on the June 17, 2022 Inventory List

* 39. On April 26, 2024, the Conservancy became aware (via a news article) that Ms. Blanchard had sold certain items from the Price Tower collection. While none of the items reported sold appeared to be included in the June 17, 2022 Inventory List, and thus were not covered by the Easement, the Conservancy was concerned that Ms. Blanchard might try to sell items that did fall within the purview of the Easement.

40. Accordingly, on April 26, 2024, I emailed Ms. Blanchard the following:

Cynthia,

It has come to our attention through the national news networks and yesterday's article, that you are selling off pieces of the Price Tower collection. While what we have read about does not appear to be in our easement purview, I implore you to protect the expansive archive related to Bruce Goff that needs to remain with the building.

I would like to remind you of the specific items in the collection (attached) that are under the protection of our legal easement. These items are under no circumstances to be separated from the Tower and sold.

We have also heard that you are in the process of selling the Price Tower to another party. Given the easement that we hold on the Price Tower and the collection as listed in the attached, it will be important for us to have a meeting with the new buyer as soon as possible to explain our relationship and the terms of the easement.

Would you please facilitate that early next week?

See Email between Barbara Gordon and Defendant Cynthia Blanchard, dated April 26, 2024, attached hereto as Exhibit A-5.

41. After I sent the above email, Ms. Blanchard expressed her belief that the Easement did not apply to Defendants during a Zoom meeting to discuss the matter on May 3, 2024 with the Conservancy's representatives Mr. Waters, Ron Duplack, attorney and co-chair of

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the Conservancy Legal/Easement Committee, and myself. Ms. Blanchard has subsequently repeated this in media interviews.

42. Shortly after this, the Conservancy became aware that certain items protected by the Easement were in fact sold to a third-party dealer that has subsequently put the items on sale itself.

43. For example, one of the items Defendants sold in contravention of the Easement was a red upholstered hexagonal armchair that was designed by Frank Lloyd Wright for the building. Another other item was a one-of-a-kind directory board, believed to be unique in Wright's body of work, that was also designed by Mr. Wright and was originally used in the lobby of the Price Tower to identify the tenants on the various floors within the building. A picture of each item is attached hereto as Exhibit A-6 and Exhibit A-7.

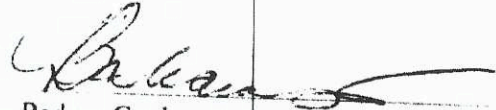
44. It has further been brought to the attention of the Conservancy, through multiple sources, that Ms. Blanchard intends to sell the Price Tower (and may even attempt to subdivide it in contravention of Section 2(f) of the Easement), and there is concern she will sell additional items that are covered by the Easement.

45. In July of this year, Price Tower staff provided an updated Inventory List of the collection to the Conservancy. The list noted items that had been sold or given as collateral to others for loans, and included additional items there were not available for photo documentation during Mr. Waters' May 2022 visit. The updated Inventory List is dated July 30, 2024 ("July 30, 2024 Inventory List"), and is attached hereto as Exhibit A-8.

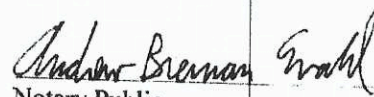
46. The Conservancy provided the July 30, 2024 Inventory List to Defendants on August 12, 2024.

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Further, Affiant sayeth not.


Barbara Gordon
Executive Director for the Frank Lloyd
Wright Building Conservancy

Subscribed and sworn to before me this 12th day of December, 2024.


Notary Public

My Commission Expires: 7/22/7

[SEAL]

